

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 06-147**

The City of Lincoln, Nebraska intends to enter into contracts and invite you to submit a sealed bid for:

**UNIT PRICE CONSTRUCTION CONTRACT
FOR
MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

MEETING OR EXCEEDING CITY'S SPECIFICATIONS

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, May 03, 2006**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at: www.lincoln.ne.gov Keyword: Bid

Prospective bidders must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Company Name _____

**PROPOSAL FOR
SPECIFICATION NO. 06-147
UNIT PRICE CONSTRUCTION CONTRACT FOR
MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

BID OPENING TIME: 12:00 NOON

DATE: May 03, 2006

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish pavement construction and reconstruction services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year.

SCHEDULE I - TRAFFIC SIGNAL WORK

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Remove Pull Box, Type PB-9	EA.	\$ _____
2.	Remove Pull Box, Type FOR 27	EA.	\$ _____
3.	Remove Cable in Conduit	L.F.	\$ _____
4.	Remove Cable on Span	L.F.	\$ _____
5.	Remove T.S. Head	EA.	\$ _____
6.	Remove P.S. Head	EA.	\$ _____
7.	Remove PPB	EA.	\$ _____
8.	Remove Mast Arm Pole, Less Base	EA.	\$ _____
9.	Remove Mast Arm Pole, With Base	EA.	\$ _____
10.	Remove Pedestal Pole, Less Base	EA.	\$ _____
11.	Remove Pedestal Pole, With Base	EA.	\$ _____
12.	Remove Controller Cabinet, Less Base	EA.	\$ _____
13.	Remove Controller Cabinet, With Base	EA.	\$ _____
14.	Remove Metro Street Name Sign	EA.	\$ _____
15.	Remove Street Light, With Base	EA.	\$ _____
16.	Remove LED Message Sign, 30" x 30"	EA.	\$ _____
17.	Remove 10' Foundation	EA.	\$ _____
18.	Remove 15' Foundation	EA.	\$ _____
19.	Pull Box, Type PB-3	EA.	\$ _____
20.	Pull Box, Type PB-9	EA.	\$ _____
21.	Pull Box, Type FOR 27	EA.	\$ _____
22.	Conduit in Trench, ½"	L.F.	\$ _____
23.	Conduit in Trench, 2"	L.F.	\$ _____
24.	Conduit in Trench, 3"	L.F.	\$ _____
25.	Conduit in Trench, 4"	L.F.	\$ _____
26.	Conduit Bored, 2"	L.F.	\$ _____
27.	Conduit Bored, 3"	L.F.	\$ _____

SCHEDULE I - TRAFFIC SIGNAL WORK continued

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
28.	Conduit Bored, 4"	L.F.	\$ _____
29.	Cable, Coaxial RG6 on Span	L.F.	\$ _____
30.	Cable, Coaxial RG6 in Conduit	L.F.	\$ _____
31.	Cable, Camera Control on Span	L.F.	\$ _____
32.	Cable, Camera Control in Conduit	L.F.	\$ _____
33.	Cable, Camera Detector on Span	L.F.	\$ _____
34.	Cable, Camera Detector in Conduit	L.F.	\$ _____
35.	Cable, Camera Power 4/c on Span	L.F.	\$ _____
36.	Cable, Camera Power 4/c in Conduit	L.F.	\$ _____
37.	Cable, Emergency Detector Cable on Span	L.F.	\$ _____
38.	Cable, Emergency Detector Cable in Conduit	L.F.	\$ _____
39.	Cable, Lead-in on Span	L.F.	\$ _____
40.	Cable, Lead-in in conduit	L.F.	\$ _____
41.	Cable, TS 2/c on Span	L.F.	\$ _____
42.	Cable, TS 2/c in Conduit	L.F.	\$ _____
43.	Cable, TS 3/c on Span	L.F.	\$ _____
44.	Cable, TS 3/c in Conduit	L.F.	\$ _____
45.	Cable, TS 5/c on Span	L.F.	\$ _____
46.	Cable, TS 5/c in Conduit	L.F.	\$ _____
47.	Cable, TS 7/c on Span	L.F.	\$ _____
48.	Cable, TS 7/c in Conduit	L.F.	\$ _____
49.	Cable, TS 12/c on Span	L.F.	\$ _____
50.	Cable, TS 12/c in Conduit	L.F.	\$ _____
51.	Cable, TS 16/c on Span	L.F.	\$ _____
52.	Cable, TS 16/c in Conduit	L.F.	\$ _____
53.	Cable, Tracer wire in Conduit	L.F.	\$ _____
54.	Cable, Service Cable No. 4 USE in Conduit	L.F.	\$ _____
55.	Cable, Service Cable No. 6 USE in Conduit	L.F.	\$ _____
56.	Cable, Service Cable No. 8 USE in Conduit	L.F.	\$ _____
57.	Cable, Circuit Ground, No 4 USE in Conduit	L.F.	\$ _____
58.	Cable, Circuit Ground, No 6 USE in Conduit	L.F.	\$ _____
59.	Cable, Circuit Ground, No 8 USE in Conduit	L.F.	\$ _____

SCHEDULE I - TRAFFIC SIGNAL WORK continued

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
60.	Fiber, 12 Single Mode in Conduit	L.F.	\$ _____
61.	Fiber, 12 Multi Mode in Conduit	L.F.	\$ _____
62.	Electrical Service Riser NO Meter	EA.	\$ _____
63.	Detector, Vehicle Magnetic (Probe provided by City)	EA.	\$ _____
64.	Detector, Vehicle 3 or 4 Turns, Curb Lane	EA.	\$ _____
65.	Detector, Vehicle 3 or 4 Turns, 2nd Lane from Curb	EA.	\$ _____
66.	Detector, Vehicle 3 or 4 Turns, 3rd Lane from Curb	EA.	\$ _____
67.	Detector, Install and Adjust Detection Camera	EA.	\$ _____
68.	Detector, Remove Detection Camera	EA.	\$ _____
69.	Detector, Install and Adjust Emergency Receiver	EA.	\$ _____
70.	Ground Rod, 10' x ½"	EA.	\$ _____
71.	Install DMS Support Pole With Base (with luminaire)	EA.	\$ _____
72.	Install MA Pole, Type MA-1 Twin Arm ≤ 50 feet (with base)	EA.	\$ _____
73.	Install MA-Pole, Type MA-1 Twin Arm ≤ 50 feet (less base)	EA.	\$ _____
74.	Install MA Pole, Type MA-1 Twin Arm > 50 feet (with base)	EA.	\$ _____
75.	Install MA Pole, Type MA-1 Twin Arm > 50 feet (less base)	EA.	\$ _____
76.	Install MA Pole, Type MA-1 ≤ 50 feet (with base)	EA.	\$ _____
77.	Install MA Pole, Type MA-1 ≤ 50 feet (less base)	EA.	\$ _____
78.	Install MA Pole, Type MA-1 > 50 feet (with base)	EA.	\$ _____
79.	Install MA Pole, Type MA-1 > 50 feet (less base)	EA.	\$ _____
80.	Install MA Pole, Type MA-2 Twin Arm ≤ 50 feet (with base)	EA.	\$ _____
81.	Install MA Pole, Type MA-2 Twin Arm ≤ 50 feet (less base)	EA.	\$ _____
82.	Install MA Pole, Type MA-2 Twin Arm > 50 feet (with base)	EA.	\$ _____
83.	Install MA Pole, Type MA-2 Twin Arm > 50 feet (less base)	EA.	\$ _____
84.	Install MA Pole, Type MA-2 ≤ 50 feet (with base)	EA.	\$ _____
85.	Install MA Pole, Type MA-2 ≤ 50 feet (less base)	EA.	\$ _____
86.	Install MA Pole, Type MA-2 > 50 feet (with base)	EA.	\$ _____
87.	Install MA Pole, Type MA-2 > 50 feet (less base)	EA.	\$ _____
88.	Install Pedestal Pole, Type PPB (with base)	EA.	\$ _____
89.	Install Pedestal Pole, Type PPB (less base)	EA.	\$ _____

Company Name _____

SCHEDULE I - TRAFFIC SIGNAL WORK continued

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
90.	Install Pedestal Pole, Type 1 (with base)	EA.	\$ _____
91.	Install Pedestal Pole, Type 1 (less base)	EA.	\$ _____
92.	Install Pedestal Pole, Type 3 (with base)	EA.	\$ _____
93.	Install Pedestal Pole, Type 3 (less base)	EA.	\$ _____
94.	Install Traffic Monitoring Pole, 60' (with base)	EA.	\$ _____
95.	Install Traffic Monitoring Pole, 70' (with base)	EA.	\$ _____
96.	Install Street Light Pole (with base)	EA.	\$ _____
97.	Install Wood Pole 35/5	EA.	\$ _____
98.	Install Wood Pole 40/3	EA.	\$ _____
99.	Wood Pole 35/5	EA.	\$ _____
100.	Wood Pole 40/3	EA.	\$ _____
101.	Install Traffic Signal, Type TS-1, T31	EA.	\$ _____
102.	Install Traffic Signal, Type TS-1, T36	EA.	\$ _____
103.	Install Traffic Signal, Type TS-1R, T38	EA.	\$ _____
104.	Install Traffic Signal, Type TS-1L, T37	EA.	\$ _____
105.	Install Traffic Signal, Type TS-1L, T32	EA.	\$ _____
106.	Install Traffic Signal, Type TS-1LL, T51B	EA.	\$ _____
107.	Install Traffic Signal, Type TS-1RR, T52	EA.	\$ _____
108.	Install Traffic Signal, Type TS-1RR, T52B	EA.	\$ _____
109.	Install Traffic Signal, Type PS-1, T13	EA.	\$ _____
110.	Install Traffic Signal, Type TS-1LB, T47	EA.	\$ _____
111.	Install Traffic Signal, Type TS-1LL, T51	EA.	\$ _____
112.	Install Traffic Signal, Type TS-1LL, T51D	EA.	\$ _____
113.	Install Prepare to Stop Assembly, MA	EA.	\$ _____
114.	Install Prepare to Stop Assembly, Shaft	EA.	\$ _____
115.	Install School Crossing Assembly, MA	EA.	\$ _____
116.	Install Reduce Speed Assembly, MA	EA.	\$ _____
117.	Install Reduce Speed Assembly, Shaft	EA.	\$ _____
118.	Install Speed Indicator Sign on Shaft	EA.	\$ _____
119.	Install Signal Cabinet, Type A (Side of Pole Mount)	EA.	\$ _____

SCHEDULE I - TRAFFIC SIGNAL WORK continued

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
120.	Install Signal Cabinet, Type B (with base)	EA.	\$ _____
121.	Install Signal Cabinet, Type B (less base)	EA.	\$ _____
122.	Install Signal Cabinet, Type C (with base)	EA.	\$ _____
123.	Install Signal Cabinet, Type C (less base)	EA.	\$ _____
124.	Locate Stick	EA.	\$ _____
125.	Install Pedestrian Push Button, Type PPB	EA.	\$ _____
126.	Install Metro Street Name Sign	EA.	\$ _____
127.	Radio Antenna Hardware (includes 1-10' conduit & 2-Clamp kits)	EA.	\$ _____
128.	Install Dynamic Message Sign	EA.	\$ _____
129.	Install LED Sign, 30" x 30"	EA.	\$ _____
130.	Install Traffic Monitoring Camera	EA.	\$ _____
131.	Down Guy Complete with anchor, guard, cable & hardware	EA.	\$ _____
132.	Down Guy Complete with above ground concrete anchor, guard cable & hardware	EA.	\$ _____
133.	Remove Down Guy Complete with above ground concrete anchor, guard, cable & hardware	EA.	\$ _____
134.	Labor*	HR.	\$ _____
135.	Labor OT (Outside normal working hours)*	HR.	\$ _____
136.	Bucket Truck Working Height, 45 Foot*	HR.	\$ _____
137.	Bucket Truck Working Height, 70 Foot*	HR.	\$ _____
138.	Flagger	HR.	\$ _____
139.	Arrow Board	Day	\$ _____
140.	Grabber Cone	Day	\$ _____
141.	Plastic Barrel	Day	\$ _____
142.	Construction Sign 9 Sq. Ft or < with stands & sandbags	Day	\$ _____
143.	Construction Sign > 9 Sq. Ft with stands & sandbags	Day	\$ _____
144.	Type 3 Barricade with light, stand & sandbag	Day	\$ _____
145.	Mobile Dynamic Message Board, 3' x 6'	Day	\$ _____
146.	Remove sidewalk, 4"	Sq. Ft	\$ _____
147.	Sidewalk, 4"	Sq. Ft	\$ _____
148.	Sidewalk, 6"	Sq. Ft	\$ _____
149.	Detectable Warning Panel	EA.	\$ _____
150.	Asto-Brac, 96"	EA.	\$ _____
151.	Relocate Luminaire	EA.	\$ _____
152.	Luminaire	EA.	\$ _____

* Note: For traffic signal related items not listed here, but may be requested

These Unit Price Proposals are offered by _____, hereinafter referred to as bidder.

Company Name _____

A Corporation organized and existing under the laws of the state of _____.

A Partnership doing business as _____.

An Individual doing business as _____.

Addenda: Bidder has received Addenda Nos. _____, and has included their provisions in this bid.

BID SECURITY REQUIRED:

Yes X Amount: \$1,000.00

No _____

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option:

Yes _____

No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

(a) Bid prices firm for the full contract period: _____; or

(b) Bid prices subject to escalation/de-escalation: _____.

(c) If (b), state period for which prices will remain firm:

Through _____.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES ____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

Bidders Check list for submittals:

- ____ Bid Security of \$1,000
- ____ Two complete copies of proposal/supporting material
- ____ Qualification Statement
- ____ Three references
- ____ List of employees

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-147**

<hr/>	<hr/>
COMPANY NAME	BY (Signature)
<hr/>	<hr/>
STREET ADDRESS or P.O. BOX	(Print Name)
<hr/>	<hr/>
CITY, STATE ZIP CODE	(Title)
<hr/>	<hr/>
TELEPHONE No. FAX No.	(Date)
<hr/>	<hr/>
E-MAIL ADDRESS	ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

**SPECIFICATIONS FOR
UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS
TRAFFIC SIGNAL CONSTRUCTION
PROJECT INFORMATION**

1. SCOPE OF CONTRACT

- 1.1 The City of Lincoln (hereinafter referred to as "City"), desires to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous traffic signal construction for the term of the contract.
- 1.2 The attached sample agreement serves as specifications, and describes the obligations of the City and the Contractor.
- 1.3 It is anticipated that the total amount of work for all departments/agencies of the City for the term of the contracts is approximately \$50,000.
 - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$25,000.00.
 - 1.3.2 Individual Unit Price Projects will be bonded separately.
- 1.4 Unit prices being bid shall include costs of materials, shipping, labor, tools, equipment, and overhead and profit.
 - 1.4.1 Labor costs shall include all health and welfare benefits, insurance, taxes, and all other applicable fringe benefits.
 - 1.4.2 Install means material furnished by City.
- 1.5 No adjustments in unit prices being bid will be allowed on work awarded during the annual contract period. Any future fluctuation in the costs associated with unit price calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, June 1, 2006, through May 31, 2007; with options to renew for two (2) additional one-year terms beginning June, 2007.
- 1.7 Projects will generally start at \$1,500.
- 1.8 The City of Lincoln Standard Specifications for Municipal Construction shall apply to this bid.
- 1.9 The attached specials shall apply.
- 1.10 Work shall start within ten (10) working days after notification is given to proceed and shall be completed in a timely manner.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the City, sample attached.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause, naming the City of Lincoln as additional insured.

3. BIDDING PROCEDURE AND AWARD OF CONTRACTS

- 3.1 Bidding Procedure
 - 3.1.1 Read attached Instructions to Bidders prior to submitting your Unit Price Proposal.
 - 3.1.2 The following documents must be submitted as your bid:
 - 3.1.2.1 Completed and signed Unit Price Proposal Form
 - 3.1.2.2 Qualifications statement.
 - 3.1.2.3 List of references.
 - 3.1.2.4 Bid security in the amount of \$1,000.00 is required to be submitted with your bidding documents as a guarantee of good faith.
- 3.2 Award of Contract
 - 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
 - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.2.1.5 Quality of the bidder's performance of previous work.
 - 3.2.1.6 Cost of the Unit Price Proposal
 - 3.2.1.7 Any other information deemed relevant to the contract by the City.
 - 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to

complete work on time, quality of work and previous inspection and acceptance of past projects.

- 3.2.3 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
- 3.2.4 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 3.2.5 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

4. BIDDER QUALIFICATIONS

- 4.1 Bidders shall submit a qualifications statement and a list of references for similar projects with their bidding documents.
 - 4.1.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar projects completed in the last five (5) years are required to be submitted with your proposal form.
 - 4.1.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the City.
 - 4.1.3 A list shall be provided containing the names of the employees that will be working under this contract, their job title ie. Lineman, Electrician, certificates/license related to that person, and IMSA Level I or Level II Signal Certification as required per 24.00.A in the specials.

5. Bonds

- 5.1 The Purchasing Division will require a \$25,000.00 Performance Bond from each Contractor for the duration of the Contract.

“SAMPLE CONSTRUCTION CONTRACT-----DO NOT FILL OUT”

**UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

THIS CONTRACT, is made and entered into this _____ day of _____, 2006 by and between _____, hereinafter referred to as “Contractor”; and the City of Lincoln, Nebraska, hereinafter referred to as “City”;

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of June, 2006, through the 31st day of May, 2007, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.
 - A. No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
 - B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars (\$25,000), it is understood that the City will undertake a separate bid process for such project.
4. Termination.
 - A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
 - B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

- C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.
- A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.
6. Standard Specifications General Conditions. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
7. Non-Discrimination.
- A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
8. Drug Free Workplace.
- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
9. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
10. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
11. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.
12. Indemnification.
- A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
- B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

13. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
 - C. All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
14. City's Representatives. Departmental/agency representatives is DaveBernt, Erin Sokolik or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
15. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.
16. Contract Bonds.
 - A. The Purchasing Division will require a \$25,000.00 Performance Bond from each Contractor for the duration of the Contract.
17. Sales and Use Tax.
 - A. The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
 - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
18. Quotations for Individual Unit Price Projects.
 - A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
 - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - C. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
 - D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
19. Use of Contractors. The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.
20. Use of Subcontractors. The City recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.
21. Notice to Proceed.
 - A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
 - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - C. Work shall be complete on or before the date set forth in the Notice to Proceed.

22. Invoices.

- A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
- B. Each project shall be invoiced separately.
- C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
- D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.

23. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

24. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

25. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.

- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this ____ day of _____, 2006.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Company Name

By: _____

Street Address

Name (Print)

City State Zip Code

Signature

Telephone No.

Title

SCHEDULE A
CURRENT CODES IN USE RELATING TO
CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN
AUGUST 1, 1999

1997	Uniform Building Code & Local Amendments
1994	Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
1989	Fair Housing Act - As Amended Effective March 12, 1989
1979	Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot Lighting Standards
1994	Life Safety Code NFP
1997	Uniform Fire Code and Local Amendments Applicable NFPA National Fire Code Standards
1999	National Electrical Code & Local Amendments
1997	Uniform Mechanical Code & Local Amendments
1990	National Plumbing Code *
1992	Lincoln Plumbing Code *
1994	Lincoln Gas Code
2003	MUTCD

* The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
- (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

CITY OF LINCOLN, NEBRASKA
UNIT PRICE QUOTATION
MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION, Spec. 06-120

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR):

PROJECT NUMBER:

PROJECT DESCRIPTION:

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Master Electrician			
Journeyman Electrician			
Electrician's Apprentice			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM:

BY:

ADDRESS:

PHONE

APPROVED BY:

Change Order #: _____

Accepted: _____

Not Accepted: _____

Department/Agency Representative

DATE: